

State of Vermont

Policies & Procedures for Prequalification,
Bidding, and Contracting for Professional
Marketing Services

May 2010

Version tracking summary

Version	Summary of Changes	Date
Version 1.0	<ul style="list-style-type: none">▪ Original document created	March 2008
Version 1.1	<ul style="list-style-type: none">▪ Updated Functions and Duties of the Prequalification Committee▪ Updated Application Process – submission and review▪ Updated Appendix A	August 2008
Version 2.0	<ul style="list-style-type: none">▪ Updated requirements for renewals	May 2010

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I. Introduction

A. Prequalification of marketing vendors

Prequalification of marketing vendors allows the Chief Marketing Officer to ensure a consistent level of quality and provides a mechanism for the proper oversight of marketing expenditures. A pre-qualified vendor is one who has been determined to be generally qualified to perform a type of work that is routinely put out to bid. All vendors who are determined qualified to perform the type of work for which the pre-qualification list has been established, and who so request it, should be included on the pre-qualified list and may bid and contract for marketing work for a state entity.

Prequalification of a vendor does not guarantee any level of business from the State of Vermont. Prequalified vendors are required to follow the applicable bidding processes as outlined by the Secretary of Administration in Bulletin 3.5.

B. Authority of the Chief Marketing Officer (CMO)

It is the responsibility of the Chief Marketing Officer (CMO) to ensure consistency and efficiency in the use of state funds for marketing and promotional activities conducted by state agencies. More specifically, marketing and promotional funds allocated with agency budgets will be retained by the state agencies; however, the expenditure of these funds must first be approved by the CMO.

The primary means for approving marketing expenditures made by state agencies and departments is done through the approval of marketing contracts.

C. Definition of Marketing

Marketing products and services will be defined by the function they serve and not by the content or type of message they convey. In other words, awareness, educational, or outreach content and messages in any of the formats listed below are included in the definition.

More specifically, products and services purchased that result in or directly support any of the following items will be included as marketing:

- Advertising – for example, TV, radio, print (newspaper or magazine), web/on-line, and sponsorships
- Print materials (collateral) – for example, brochures, posters, rack cards, fact sheets, post cards/mailers, flyers, buck slips
- Trade shows and events

- Websites design – the visual layout or graphic design components of the web pages
- Photography

D. Prequalification Committee Organization

1. Committee Composition.

The prequalification committee is comprised of representatives from a diverse list of state agencies and departments that each actively market and or promote Vermont, state services, programs, products, or other public messages.

The Prequalification Committee is comprised of the Chief Marketing Office and a single representative from the following agencies or departments:

- Agency of Agriculture
- Agency of Commerce & Community Development
- Department for Children and Families
- Department of Fish & Wildlife
- Department of Forests, Parks & Recreation
- Department of Health
- Department of Tourism & Marketing

Alternate Members -

With the approval of the Chief Marketing Officer, a permanent member may designate an alternate as a long-term alternate or for specific meeting(s). An alternate shall serve in place of a permanent representative until such time as:

- a) *The designation is rescinded by the designating permanent member with the approval of the Chief Marketing Officer,*
- b) *The designating permanent committee member leaves the Committee, or*
- c) *The alternate changes positions or is no longer employed by the agency/department.*

2. Committee Meetings.

Committee meetings are held as needed to discuss prequalification applications or to hear appeals. The committee will meet at least twice per year to review the prequalification process and discuss any issues regarding the process.

a) Quorum. A quorum shall consist of not less than four (4) members not including the Chief Marketing Officer.

3. Meetings other than in person.

The Committee may conduct meetings and make decisions by telephone, e-mail, video-conferencing, or other suitable technology in order to ensure decisions are made in a timely and efficient manner.

4. Functions and duties of the Prequalification Committee

The Committee shall:

a) Meet with contractors appealing a Committee or Chief Marketing Officer decision denying a contractor's qualification to bid on marketing work, and make a final Committee determination thereon.

b) Recommend modifications and/or exceptions to these Policies and Procedures.

c) Annually review the activity of the committee in regards to reviewing and approving prequalification applications and appeals.

II. Prequalification Process and Service Categories

A. Application process

1. Application submission and review.

Marketing vendors desiring to provide marketing services to state entities must be prequalified. The marketing vendor must complete and submit the Marketing Prequalification Application provided by the Chief Marketing Officer (CMO).

Vendors must submit the application questionnaire and attachments electronically through e-mail to marketing@state.vt.us. A hard copy of the complete application (including the application questionnaire and all supporting documents) must be sent to the Chief Marketing Officer (See the application for complete instructions.) The information provided in the application will be used by the Office of the Chief Marketing Officer to determine the vendors' status for prequalification of requested service categories.

The application will be received by the CMO's office and an initial review of the application will occur. This initial review will check for completeness of application and reasons for immediate denial. (See Section II. C. Criteria for more

information on reasons for denial.) Only complete applications that meet the minimum criteria for prequalification will be considered for prequalification.

If the Office of the CMO is not satisfied with the information provided in the application, the CMO may request additional information or clarification from the vendor. The vendor will have 30 days from the date of notification to respond to the request. After 30 days, the vendor's initial application will be rejected and the vendor will have to submit a new application for prequalification.

B. Prequalification periods and timing

1. Prequalification periods.

Vendors may submit an application for prequalification at any time.

Prequalification status will be good for a period of two years, or until the expiration date. Expiration dates for prequalification status will be timed to occur on the last business day of the quarter.

For example, a prequalification status granted on January 12, 2008 will expire on March 31, 2010.

2. Time limitations for submitting applications during an open RFP.

All complete applications for prequalification, or renewals, shall be submitted to the Office of the CMO at least ten (10) business days prior to a scheduled RFP closing date for which a vendor wishes to submit a bid.

C. Criteria for Prequalification

1. **Number of years in business.** The vendor must be in business in a marketing related field for a minimum of one (1) year. Time spent in business under another business name may be included if the business was engaged in marketing services during that time.
2. **Experience and References.** The vendor must provide a minimum of three (3) specific projects it has completed in the last three (3) years for clients other than the State, that exhibit experience in the service category, or categories, being applied for. If applying for multiple service categories, a minimum of one project reference shall be included for each service category, with a minimum of three total project references provided. References must provide a satisfactory rating of their experience with the vendor. One unsatisfactory review from a reference is grounds for denial.
3. **Good standing with Department of Taxes.** The vendor must submit a certification that they are in Good Standing with the Vermont Department of Taxes. The vendor is in good standing with respect to any and all taxes payable if: (1) no taxes are due and payable and all returns have been filed; (2) the liability for any taxes due and payable is on appeal; (3) the person is in compliance with a payment plan approved by the commissioner; or (4) in the case of a licensee, the licensing state entity finds that requiring immediate payment of taxes due and payable would impose an unreasonable hardship. If the state entity finds an unreasonable hardship, it may condition renewal on terms which will place the person in good standing with respect to any and all taxes as soon as reasonably possible.
4. **Ability to meet State Standard Contract Provisions.** The vendor must be able to meet all State standard contract provisions and submit the signed statement acknowledging willingness and ability to do so.
5. **Good standing with Secretary of State.** The vendor must submit a certificate of Good Standing with the Vermont Secretary of State's office obtained through the Secretary of State's office. The certificate of good standing indicates that the corporation is current and has filed its annual report with the Vermont Secretary of State.

D. Revision of, and Renewal of, Prequalification

1. Renewal.

A vendor must renew its prequalification status every two years. The vendor must submit a complete Marketing Prequalification Application prior to its expiration date in order to remain prequalified without any gap in status.

Criteria for application evaluation and prequalification is the same for renewal as it is for initial prequalification.

2. Revision of approved service categories.

Except as otherwise provided, requests for revision of a vendor's approved service categories will be considered at any time provided information is submitted including the necessary experience and ability to perform work (e.g. additional expertise added to staff). A minimum of one project/reference must be submitted for each new service category being requested for approval.

3. Timing.

To ensure consideration for Prequalification for a particular bid opening, application and all required documentation must be submitted at least ten (10) working days prior to the bid opening.

a) Disclaimer. Timely filing of a revision request does not guarantee that a vendor will be allowed to bid on a specific contract, or even that the request will be considered prior to a specific bid opening. Therefore, the State urges that any request for such revisions be filed as soon as possible, but no later than ten (10) working days in advance of the bid close/deadline for which the revision is requested. The ten (10) working day minimum period will be adequate only when no additional information is required and the vendor does not appeal the decision(s).

4. Effect on Bid Process.

A request for revision, like the Prequalification process, is separate and distinct from the bidding process and will neither affect nor stay the bidding process for any advertised contract(s).

5. Notice of Substantial Changes.

Every vendor shall immediately notify the Committee of any changes in their business that would change the information previously supplied in the most recently filed application. Failure to do so may result in loss of status.

E. Service Categories

Service categories are the types of marketing services for which a vendor is determined to be qualified to bid. Service categories will be given for any one or a combination of the following types of work:

1. Full service marketing firm – A firm that handles all aspects of the marketing and advertising processes, including planning, design, production, and placement. The agency may also handle supporting aspects of marketing communication, such as public relations, sales promotion, Internet and direct marketing.
2. Graphic design – Implementing the creative concept into all visual materials. May include supervising photo shoots, photo selection, layout and resize of various ad/collateral/visual materials. Usually done by Art Director (Junior or Senior) or Production Artist.
3. Media buying/planning – Develop strategic plan for media purchases. May include research, use of in-house and outside research tools, competitive analysis, media plan and post-buy analysis. Implement the strategic plan. May include negotiating, placing and shepherding the media buys.
4. Event/show management – Plan for and execute event, or trade show, details including advanced registrations, space allocations, transportation and accommodations well in advance of trade show events. Vendor may be responsible for designing, constructing, updating/modifying, and assisting with logistical details for the booths and related elements to each event, or for subcontracting with a capable vendor to achieve such end.
5. Broadcast development/video production – Coordinating, overseeing and scheduling the production of broadcast materials based on creative platform.

6. Copywriting/editing – Implementing the creative concept into headlines, scripts and body copy. Reviewing materials for accuracy (usually to a source document provided by client) and style (according to purpose and client industry norms, such as The Associated Press Stylebook or Client Style Guide).
7. Outreach/public relations – Develop and write public relations plans and strategies. May include generating targeted publicity, writing press releases, coordinating special events, and conducting communication audits.
8. Website design – Web services related to the content and graphic design of a website to include: planning/strategy development; content development & formatting; storyboarding / mapping for information architecture development; graphic design in accordance with state design standards; interactive content & media (such as Macromedia / Adobe Flash (permitted as long as non-Flash-based HTML equivalency is created); Americans with Disabilities Act compliance; Search Engine Optimization and Marketing; keyword analysis and recommendation; pay per click promotions; and analysis of pre-generated web site traffic reports and analytics.
9. Photography – Photography services and image processing to include set-up, arrangement, lighting, and necessary preparation for scheduled photo shoots or events and post-production processing of images.
10. Creative direction/concept development – Develop the strategic platform for campaign concepts, including category, competitive and client research and analysis. Develop overall look/feel/tonality of overarching brand consistent with state standards. Brand planning, strategic planning and analytical activity. Provide insight for the project objectives and goals through thorough research.

F. Denial, or Revocation, of Prequalified Status

A vendor's prequalification status may be denied or revoked based on the vendor's inability to meet the prequalification criteria or if certain instances occur as defined in this section 1 – 9. Denial or revocation of the prequalification status can occur even if the vendor is seeking to participate in an open bid process.

Any of the following shall be sufficient grounds for denial, reduction, or revocation of the Annual Prequalification status and/or service categories of a contractor:

1. More than one (1) bid submitted for the same contract from an entity under the same or different names.
2. Evidence of collusion with another vendor.
3. Less than satisfactory performance on work for the State. Unsatisfactory performance shall include, but not be limited to, lack of timeliness in performing work, inferior or inadequate quality of work performed or materials provided, and/or violations of terms of a contract.
4. Uncompleted work in progress which may be further delayed or which may hinder or prevent the timely completion of additional work if awarded.
5. Deceptive, evasive, or untrue statements on the Prequalification Application, including any attachments; at any meeting with the Committee; on a Request for Proposal form; or any other submission to the State in support of a vendor's Annual Prequalification.
6. Unreasonable refusal to resolve outstanding issues concerning State contracts.
7. Failure to meet or follow established state standards and policies related to the work being performed.
8. Insolvency, bankruptcy, or commission of an act of insolvency or bankruptcy.

9. Loss of Good Standing status with the Secretary of State or Department of Taxes.

G. Appeals

1. A vendor who disagrees with a decision concerning its Prequalification status or that has been otherwise limited by a decision of the Committee may request in writing a meeting with the Committee. The request for a meeting to review the decision must be made within 30 days of receiving the decision. The Committee shall endeavor to hold a meeting within ten (10) working days of receipt of the request.
2. Failure to file a written appeal within the required time will result in the decision remaining in effect. A vendor may still request a revision to approved service categories.
3. The vendor requesting the meeting shall be prepared to present, as needed, evidence or clarification of the vendor's application to justify a revision of the decision. The Committee shall endeavor to issue a written decision within five (5) working days following a meeting.
4. A Committee decision shall be in effect unless and until it is overturned on appeal or changed by later action of the Committee. Appeals are independent from and shall neither affect nor stay the bid process of any advertised contract.
5. A status change resulting from an appeal shall take effect on the date decided by the Committee.

III. Marketing Contracts

A. Bidding on State Marketing Contracts

The Request for Proposals (RFPs) for a marketing contract shall contain a description of the work proposed and/or services and products needed. RFPs or other requests for bid resulting in a contract requiring marketing prequalification will include the statement below indicating the prequalification requirement. RFPs will also indicate the necessary service category prequalification that are required for the bid. All other state or agency/department requirements for formatting and issuing RFPs will apply.

1. Statement of Prequalification Requirement.

All bidders on this project **must be prequalified** for marketing contracts in order to submit an eligible proposal and be considered for this work. Registering with the Vermont Business Registry and Bid System DOES NOT prequalify you. Vendors who wish to become prequalified for marketing contracts may submit an application to the Chief Marketing Officer at any time. The Prequalification application process should be started at a minimum of fifteen business days (15) prior to a scheduled RFP closing date. All complete prequalification applications must be submitted at least ten (10) business days prior to a scheduled RFP closing date for which a vendor wishes to submit a bid. For more information or to submit a prequalification application visit:

<http://www.cmo.vermont.gov/resources/Prequalificationapplication.htm>.

B. Notification.

RFPs or other requests for bid, or estimate, may be sent to each entity currently on the list of prequalified bidders at the option of the agency/department. The process for notification of a bid request will follow the State's procedures outline in Bulletin 3.5.

C. Contract Awards.

Contracts will be awarded to eligible prequalified vendors in accordance with State and agency/processes for vendor selection. The Prequalification Committee will not participate in vendor selection, however, members of the Prequalification Committee may participate in the vendor selection process run separately for his/her own agency/department marketing needs.

D. Contract Disputes.

Contract disputes between prequalified marketing vendors and State agencies/departments will be handled by the contracting agency/department.

E. Contract Dates and Prequalification Status

Contract dates may be set beyond the expiration date of the prequalification status. The Contract may not be renewed with the vendor unless the vendor is prequalified at the time of contract renewal.

Appendix A. Application Instructions and Form

STEP 1: Application Process and Required Documents

In order to become a prequalified marketing vendor for the State of Vermont, the vendor must submit a complete application to the Chief Marketing Officer.

The Marketing Prequalification Application **must include** the following (A-F):

- A.** Application Questionnaire (including attachments – see questions #11-12 of questionnaire) – **(submit electronic questionnaire)**

NOTE: In order to expedite the Prequalification application review, an electronic copy of the application questionnaire and any attachments (questions 11-12) to the questionnaire must also be sent to marketing@state.vt.us.

- B.** Signed Original Signature Page **(submit hard copy of entire questionnaire)**

- C.** Certification of Good Standing status with the VT Department of Taxes, found under STEP 4: <http://cmo.vermont.gov/resources/Prequalificationapplication.htm> **(submit hard copy only)**

NOTE: To verify status of Good Standing with the VT Department of Taxes, contact the Department of Taxes at (802) 828-6809.

- D.** Signed Acknowledgement of the State's Standard Contract Provisions (Contract Provisions Acknowledgement Form, found under STEP 5: <http://cmo.vermont.gov/resources/Prequalificationapplication.htm>) **(submit hard copy only)**

- E.** **For corporations, limited liability companies and limited liability partnerships:** Certificate of Good Standing from VT Secretary of State **(submit hard copy only)**

NOTE: To obtain a Certificate of Good Standing from the VT Secretary of State's office, send your request for a Certificate of Good Standing with your business name and contact information and payment of \$20.00 to:

Vermont Secretary of State
Corporations Division
81 River Street
Montpelier, VT 05609
(802) 828-2386

For more information on obtaining a Certificate of Good Standing from the Secretary of State, go to <http://www.sec.state.vt.us/corps/goodstan.htm>.

- F. For sole proprietors:** Certification of Good standing with VT Secretary of State, found under *STEP* 7: <http://cmo.vermont.gov/resources/Prequalificationapplication.htm> (submit hard copy only)

STEP 2: Application Submission.

The vendor must submit the completed application as described above to the Office of the Chief Marketing Officer at the address below. **Submit ONLY** the completed application as described above. **Do NOT submit proposals with your application.**

Mail the hard copy of all required documents to:

State of Vermont
Chief Marketing Officer
One National Life Drive
National Life Building, 6th Floor
Montpelier, VT 05620
(802) 828-3367

Renewal of Prequalification Status.

Vendors must submit a complete application per the above instructions every two years for review in order to maintain the prequalified status. The date of submission must be at least 15 working days prior to the expiration date of the current status to avoid a gap in status.

Revision to Prequalification Status.

A vendor may submit a request to revise its prequalification status to add or remove a service category at any time. To request a revision, the vendor must submit a signature page and updated application questionnaire. A minimum of one project/reference must be submitted for each new service category being requested for approval.

State of Vermont

Marketing Contract Prequalification Application

Please check one of the following:

☐ Initial Application

☐ Renewal

☐ Revision

Please check here if your application, renewal, or revision is in response to an open RFP.

☐ Responding to bid

Issuing agency/department: _____ Bid due: _____

Business Name: _____

Mailing Address: _____
(Street or Box No.)

(City) (State) (Zip Code)

Physical Address: _____
(Street or Box No.)

(City) (State) (Zip Code)

Telephone Number: _____ Federal ID Number: _____
(Area Code) (No.)

Facsimile Number: _____
(Area Code) (No.)

E-mail Address: _____

Contact name: _____ Title: _____

Signature: _____ Date: _____

The signatory of this application guarantees the truth and accuracy of all statements and of all answers made here.

Marketing Vendor Prequalification Application Questionnaire

Please complete the following questionnaire and submit it and any attachments electronically to marketing@state.vt.us. You must also include a hard copy with your complete application to the Chief Marketing Officer (see instructions above). You may also use attachments to provide additional information if space is needed.

1. How many years has your organization been in business in a marketing related field under your present business name?
 - a. Under other names?
2. Has your organization, or any officer, partner, director or principal individual thereof ever admitted to or been convicted of any criminal violation, other than traffic offenses; or been convicted of or is currently being sued for any civil antitrust violation or other civil suit involving fraud; or been debarred from performing work on any state contract?
☐ Yes ☐ No
3. Has your organization ever been denied prequalification for marketing contracts through this process?
☐ Yes ☐ No
 - a. If so, for what reason?
4. Have you ever failed to satisfactorily complete any work awarded to you by the state of Vermont?
☐ Yes ☐ No
 - a. If so, why?
5. Has any officer, director or partner of your organization ever been an officer or partner of some other organization that failed to complete a state contract?
☐ Yes ☐ No
 - a. If so, state name of individual, other organization and reason therefore.
6. Has any officer; director or partner of your organization ever failed to satisfactorily complete a state contract handled in his or her own name?
☐ Yes ☐ No
 - a. If so, state name of individual, name of owner and reason therefore.

7. List all parent, subsidiaries, affiliates or divisions of your firm that perform services that may apply for state marketing contracts.
8. Identify all persons having authority to represent the organization in person or by correspondence with the Prequalification Committee.
9. Indicate the various types of work in which you are experienced and for which you desire to be qualified. See Appendix B in the guide to [Policies and Procedures for Prequalification, Bidding, and Contracting for Professional Marketing Services](#) for definitions of these service categories.

Service Category	Check Here	Service Category	Check here
Full service marketing firm	<input type="checkbox"/>	Copywriting/editing	<input type="checkbox"/>
Graphic design	<input type="checkbox"/>	Outreach/public relations	<input type="checkbox"/>
Media buying/planning	<input type="checkbox"/>	Website design*	<input type="checkbox"/>
Event/show management	<input type="checkbox"/>	Photography	<input type="checkbox"/>
Broadcast development/ video production	<input type="checkbox"/>	Creative direction/concept development	<input type="checkbox"/>

* Does not include website application development.

FOR RENEWALS ONLY

10.
 - a. Do the service categories checked above match what you are currently pre-qualified for?
☐ Yes ☐ No (NOTE: You must provide a project reference for any new service category not previously pre-qualified for. See question 11 for details.)
 - b. Have you bid on any state contracts since your organization received pre-qualification status?
☐ Yes ☐ No
 - c. Have you performed any work for the state since your organization received pre-qualification status?
☐ Yes ☐ No

11. FOR INITIAL APPLICATIONS ONLY: In a separate attachment, list at a minimum three specific projects which your organization has completed within the last three (3) years specific to categories applied for. **Please provide projects completed for clients other than the state of Vermont.**

For each project, please include the following details:

- Project name
- Description of project work (including primary objectives/goals, services provided, deliverables/outcomes achieved)
- Date of project completion
- Client contact information (name, title, phone number, e-mail address)
- Work product examples

a. Has your organization performed marketing services for the state in the last three years?

☐ Yes

☐ No

12. FOR REVISIONS APPLICATIONS ONLY: In a separate attachment, submit a minimum of one project/reference for each new service category being requested for approval. **If available, include work that was done for State of Vermont agencies or departments.**

For more information regarding the process for marketing contract prequalification, please see the guide to Policies and Procedures for Prequalification, Bidding, and Contracting for Professional Marketing Services found under http://cmo.vermont.gov/resources/documents/PrequalificationProceduresGuide_R2.pdf

Questions concerning the application process can be sent to marketing@state.vt.us or you may call Christine Werneke at (802) 828-2999.

Appendix B. Definition of work categories

Full service marketing firm – A firm that handles all aspects of the marketing and advertising processes, including planning, design, production, and placement. The agency may also handle supporting aspects of marketing communication, such as public relations, sales promotion, Internet and direct marketing.

Graphic design – Implementing the creative concept into all visual materials. May include supervising photo shoots, photo selection, layout and resize of various ad/collateral/visual materials. Usually done by Art Director (Junior or Senior) or Production Artist.

Media buying/planning – Develop strategic plan for media purchases. May include research, use of in-house and outside research tools, competitive analysis, media plan and post-buy analysis. Implement the strategic plan. May include negotiating, placing and shepherding the media buys.

Event/show management – Plan for and execute event, or trade show, details including advanced registrations, space allocations, transportation and accommodations well in advance of trade show events. Vendor may be responsible for designing, constructing, updating/modifying, and assisting with logistical details for the booths and related elements to each event, or for subcontracting with a capable vendor to achieve such end.

Broadcast development/video production – Coordinating, overseeing and scheduling the production of broadcast materials based on creative platform.

Copywriting/editing – Implementing the creative concept into headlines, scripts and body copy. Reviewing materials for accuracy (usually to a source document provided by client) and style (according to purpose and client industry norms, such as The Associated Press Stylebook or Client Style Guide).

Outreach/public relations – Develop and write public relations plans and strategies. May include generating targeted publicity, writing press releases, coordinating special events, and conducting communication audits.

Website design – Web services related to the content and graphic design of a website to include: planning/strategy development; content development & formatting; storyboarding / mapping for information architecture development; graphic design in accordance with state design standards; interactive content & media (such as Macromedia / Adobe Flash (permitted as long as non-Flash-based HTML equivalency is created); Americans with Disabilities Act compliance; Search Engine Optimization and Marketing; keyword analysis and recommendation; pay per click promotions; and analysis of pre-generated web site traffic reports and analytics.

Photography – Photography services and image processing to include set-up, arrangement, lighting, and necessary preparation for scheduled photo shoots or events and post-production processing of images.

Creative direction/concept development – Develop the strategic platform for campaign concepts, including category, competitive and client research and analysis. Develop overall look/feel/tonality of overarching brand consistent with state standards. Brand planning, strategic planning and analytical activity. Provide insight for the project objectives and goals through thorough research.

Appendix C. State of Vermont Standard Contract Provisions (JULY 1, 2006)

1. Entire Agreement: This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

2. Applicable Law: This contract will be governed by the laws of the State of Vermont.

3. Appropriations: If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.

4. No Employee Benefits For Contractor: The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

5. Independence, Liability: The contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend, and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the contractor's acts and/or omissions in the performance of this contract.

6. Insurance: Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverage's are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

- Premises - Operations
- Products and Completed Operations
- Personal Injury Liability
- Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:

- \$1,000,000 Per Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products/Completed Operations Aggregate
- \$ 50,000 Fire/ Legal/Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 combined single limit. No warranty is made that the coverage's and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimums that have been established to protect the interests of the State.

7. Reliance by the State on Representations: All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

8. Records Available for Audit: The contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

9. Fair Employment Practices and Americans with Disabilities Act: Contractor agrees to comply with the requirement of Title 21V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified

individuals with disabilities receive equitable access to the services, programs, and activities provided by the contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10. Set Off: The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

11. Taxes Due to the State:

- a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the contractor is a resident of Vermont, contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. Subcontractors: Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements and a tax certification in accordance with paragraph 11.

14. No Gifts or Gratuities: Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

15. Copies: All written reports prepared under this contract will be printed using both sides of the paper.

16. Certification Regarding Debarment: Contractor certifies under pains and penalties of perjury that, as of the date that this contract is signed, neither contractor nor contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(End of Standard Provisions)